



COTTONWOOD HEIGHTS CITY COUNCIL AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Business Meeting beginning at **7:00 p.m. on Tuesday, June 18, 2013**, at Cottonwood Heights City Council Chamber located at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah.

7:00 p.m. 1.0 **WELCOME/PLEDGE/ACKNOWLEDGEMENTS**

2.0 **CITIZEN COMMENTS**

(Please note: In order to be considerate of everyone attending the meeting and to more closely follow the published agenda times, public comments will be limited to three minutes per person per item. A spokesperson who has been asked by a group to summarize their concerns will be allowed five minutes to speak. Comments which cannot be made within these limits should be submitted in writing to the City Recorder prior to noon the day before the meeting)

3.0 **ACTION ITEMS**

3.1 Consideration of **Ordinance No. 205** Adopting an Amended Final Budget for the Period of 1 July 2012 Through 30 June 2013; Adopting a Final Budget for the Period of 1 July 2013 Through 30 June 2014; Making Appropriations for the Support of the City of Cottonwood Heights for Such Periods; and Determining the Rate of Tax and Levying Taxes Upon All Real and Personal Property Within the City of Cottonwood Heights

(As required by state law, this Ordinance adopts a final amended budget for the current year and a final budget for the upcoming year)

3.2 Consideration of **Ordinance No. 206** Amending Section 9.77.030, Cottonwood Heights Code of Ordinances (Fire Restrictions in Wildland Interface Areas)

3.3 Consideration of **Resolution No. 2013-27** Approving and Ratifying a Hold Harmless Agreement with the L.D.S. Church (2013 Butlerville Days)

3.4 Consideration of **Resolution No. 2013-28** Approving and Ratifying Entry Into a Fourth Amendment to Office Lease with WLA UPU-1-2, LLC

(This resolution will extend the lease on the current premises occupied by the city and the police department.)

4.0 **ADJOURN BUSINESS MEETING AND RECONVENE WORK SESSION IN ROOM 250**

PUBLIC COMMENT PROCEDURE

At each City Council Business Meeting any person wishing to comment on any item not otherwise on the agenda for public comment may address the City Council during the Public Comment period. Any person wishing to comment during the citizen comment period shall request recognition by the Mayor and upon recognition, approach the microphone and state their name and address the body. Any person wishing to comment shall limit their comments to no more than three (3) minutes, unless additional time is authorized by the Mayor. Citizen groups will be asked to appoint a spokesperson, who shall limit their comments to no more than five (5) minutes. All comments shall be directed to the Mayor and City Council. No person addressing the City Council during the

comment period shall be allowed to comment more than once during that comment period. Speakers should not expect any debate or dialogue with the Mayor, City Council or City Staff during the meeting.

The Council may choose to limit the amount of time allotted to public comment on a specific issue. In such cases, special procedures for determining who will be allowed to speak and the order of such speakers will be determined by the Council.

On Monday, June 17, 2013, at 6:00 p.m. a copy of the foregoing notice was posted in conspicuous view in the front foyer of the Cottonwood Heights City Offices, Cottonwood Heights, Utah. A copy of this notice was faxed to the Salt Lake Tribune and Deseret News, newspapers of general circulation in the City by the Office of the City Recorder. The Agenda was also posted on the City's website at www.ch.utah.gov and the State Public Meeting Notice website at <http://pmn.utah.gov>

DATED THIS 17th DAY OF JUNE 2013

Kory Solorio, Deputy City Recorder

Council Members may participate in the meeting via telephonic communication. If a Council Member does participate via telephonic communication, the Councilmember will be on speakerphone. The speakerphone will be amplified so that the other Council Members and all other persons present in the Council Chambers will be able to hear all discussions.

In compliance with the Americans with Disabilities Act, individuals needing special accommodations or assistance during this meeting shall notify Kory Solorio, Deputy City Recorder, at (801) 944-7020 at least 24 hours prior to the meeting. TDD number is (801)270-2425 or call Relay Utah at #711. If you would like to submit written comments on any agenda item they should be received by the Deputy City Recorder no later than Tuesday at noon. Comments can be emailed to ksolorio@ch.utah.gov



NOTICE OF COTTONWOOD HEIGHTS CITY COUNCIL WORK SESSION AGENDA

Notice is hereby given that the Cottonwood Heights City Council will hold a Work Session at **6:00 p.m. on Tuesday, June 18, 2013**, in the Cottonwood Heights City Council Conference Room located at 1265 East Fort Union Blvd., Suite 250, Cottonwood Heights, Utah

- 6:00 p.m.**
1. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual (30:00)**
 2. **Review of Business Meeting Agenda (10:00)**
 3. **Public Relations Report (10:00)**
 - a. Media Coverage
(Public Relations Specialist, Stephanie Archibald, will provide a report on media coverage of city events)
 - b. Valley Journal
(A review of the upcoming articles for future editions)
 4. **Planning Department Report (40:00)**
 - a. Board of Adjustment, Planning Commission, and Architectural Review Meetings
(Staff will apprise the council on the 6/13 BOA, 6/19 PC and 6/20 ARC meetings)
 - b. 6/12 Salt Lake County Planning Commission Meeting
(Staff will give an update on the SLCO Planning Commission meeting regarding the Tavaci property re-zone)
 - c. Fort Union Park and Ride
(Staff met with Murray City to discuss the use of their property for the park and ride)
 - d. Wasatch Front Regional Council Meeting
(Staff attended the WFRC transportation discussion and will update the Council)
 - e. Mountview Park
(Staff will be provided an update on Mountview Park improvements and upgrades)
 5. **Public Safety Report (30:00)**
 - a. Unified Fire Authority
(Report from Assistant Chief Mike Watson on events of the week)
 1. Report on the UFA Board Meeting – Mayor Cullimore /Chief Watson
(Chief Watson and Mayor Cullimore will provide an overview of the Unified Fire Authority Board Meeting)
 - b. Police Department
(Report from Chief Robby Russo on noteworthy events of the week)
 1. Neighborhood Watch Block Party
(Chief Russo will report on the recent Joe Weeks neighborhood watch block party)
 2. Special Events
(Chief Russo will review and discuss the recent Drop 13 half marathon and St. Thomas More - Days of Yore special events)

3. Emergency Management

(Chief Russo will discuss setting up a series of emergency management exercises involving city departments that correspond with city sponsored events)

6. **City Manager/Deputy City Manager Report (30:00)**

a. City Emergency Planning

(City Manager John Park will report on the recent City Emergency Planning Committee meeting)

b. Health Insurance Renewal

(Deputy City Manager Linda Dunlavy will report on the health insurance benefits renewal)

7. **Mayor/City Council Reports (10:00)**

a. Cottonwood Heights Parks and Recreation Meeting – Councilman Bracken

(Councilman Bracken will report on the monthly coordination meeting with Cottonwood Heights and Cottonwood Heights Parks and Recreation Service Area)

8. **Calendar of Events (10:00)**

a. Big Cottonwood Canyon Trail Ribbon Cutting – June 25 @ 5:00 pm

b. CSD Principal & Teachers Luncheon – August 8 @ 12:00 pm

c. New Butler Middle School Ribbon Cutting – August 14

d. Schedule of Summer Activities

1. Bark in the Park – June 29 @ Mill Hollow

2. Movies in the Park – July 12 @ Mill Hollow

3. Butlerville Days – July 24 @ Butler park

4. Music Man – July 26,27,29 August 1,2,3 @ Brighton High School

5. Night Out Against Crime – August 6

6. Movies in the Park – August 9 @ Bywater

7. City Staff/Family Picnic – August 28 @ Mountview

9. **Closed Meeting to Discuss Litigation, Property Acquisition and the Character and Professional Competence or Physical or Mental Health of an Individual**

10. **ADJOURN**

ACTION ITEMS

ITEM 3.1

ORDINANCE NO. 205

COTTONWOOD HEIGHTS

ORDINANCE NO. 205

AN ORDINANCE ADOPTING AN AMENDED FINAL BUDGET
FOR THE PERIOD OF 1 JULY 2012 THROUGH 30 JUNE 2013;
ADOPTING A FINAL BUDGET FOR THE PERIOD OF 1 JULY 2013
THROUGH 30 JUNE 2014; MAKING APPROPRIATIONS FOR THE
SUPPORT OF THE CITY OF COTTONWOOD HEIGHTS FOR SUCH
PERIODS; AND DETERMINING THE RATE OF TAX AND
LEVYING TAXES UPON ALL REAL AND PERSONAL PROPERTY
WITHIN THE CITY OF COTTONWOOD HEIGHTS

WHEREAS, the Uniform Fiscal Procedures Act for Utah Cities (the “*Act*”) provides, among other things, that prior to adoption by a city’s governing body of a municipal budget, the city’s mayor or other budget officer shall propose a tentative budget which shall be reviewed, considered and tentatively adopted by the governing body in open meeting, whereupon (a) the governing body shall establish the time and place of a public hearing to consider the adoption of the tentative budget; (b) the tentative budget shall be a public record in the office of the city’s recorder available for public inspection for a period of at least ten days prior to the adoption of a final budget; (c) notice of the public hearing shall be published in a newspaper of general circulation in the city at least seven days prior to the public hearing; and (d) the public hearing shall be held; and

WHEREAS, the Act also provides that certain amendments to a city’s adopted budget require similar procedures for adoption, including approval of the amendment by resolution or ordinance following a public hearing; and

WHEREAS, pursuant to UTAH CODE ANN. §10-6-133(1), before June 22 of each year (or August 17 in the case of certain property tax rate increases), the governing body of a Utah municipality, at a regular or special meeting called for that purpose, shall by ordinance or resolution set the real and personal property tax levy for realty within such city; and

WHEREAS, at a meeting of the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) on 7 May 2013, Steve Fawcett, the City’s budget officer (the “*Budget Officer*”), filed with the Council (a) a proposed amended budget for the City for the period of 1 July 2012 through 30 June 2013, (b) a tentative budget for the City for the period of 1 July 2013 through 30 June 2014, and (c) an accompanying budget message as required by the Act; and

WHEREAS, those budgets (the “*Budgets*”) were reviewed, considered and tentatively adopted by the Council on 14 May 2013 pursuant to its authority under UTAH CODE ANN. §10-6-118; and

WHEREAS, from and after 14 May 2013, copies of the Budgets have been available for public inspection in the office of the City’s recorder; and

WHEREAS, the Council set 7:00 p.m. on 28 May 2013 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah as the time and place of a public hearing regarding adoption of the Budgets; and

WHEREAS, notice of the public hearing concerning the Budgets was timely published in the *Deseret Morning News* and *Salt Lake Tribune* and on the Utah Public Notices Website established under UTAH CODE ANN. §63F-1-701 as required by statute; and

WHEREAS, the public hearing was held beginning at approximately 7:00 p.m. on 28 May 2013 at 1265 East Fort Union Blvd., Suite 300, Cottonwood Heights, Utah to receive public comment on the Budgets as set forth in the published notice; and

WHEREAS, at the public hearing, all interested persons were given an opportunity to be heard; and

WHEREAS, the City has published the necessary notice and held the public hearing required prior to adopting the proposed property tax rate and setting the property tax levy; and

WHEREAS, on 18 June 2013, the Council met in regular session to consider, among other things, approving the Budgets as proposed; and

WHEREAS, it is the intent and desire of the Council to comply with all applicable laws regarding adoption of the Budgets, the adoption of a property tax rate and the levying of property taxes; and

WHEREAS, after careful consideration, the Council finds that it has satisfied all legal requirements to adopt the Budgets, adopt a tax rate and levy property taxes, and that it is in the best interests of the citizens of the City to adopt the Budgets presented at the 28 May 2013 public hearing (as heretofore modified by the Budget Officer under Council direction, including the amendments specified on the exhibits that are attached to this Ordinance) as the final budgets for the City for the periods in question, to determine the rate of property tax and to levy taxes upon all real and personal property within the City;

NOW, THEREFORE, BE IT ORDAINED by the Cottonwood Heights city council as follows:

Section 1. *Adoption of Budgets.*

A. The Budgets presented at the 28 May 2013 public hearing (as heretofore modified by the Budget Officer under Council direction, including the amendments specified on the exhibits that are attached to this Ordinance) be, and hereby are, appropriated for the corporate purposes and objects of the City for the fiscal years in question, and hereby are adopted as the City’s final budgets for the periods of 1 July 2012 through 30 June 2013 and 1 July 2013 through 30 June 2014, respectively, subject to amendment.

B. Copies of the final Budgets adopted hereby shall be certified and filed with the Utah State Auditor, as appropriate, and shall be available for public inspection during regular business hours at the City's business offices.

C. The City's manager and other officers are hereby directed to take any other necessary actions pertinent to the adoption of the Budgets, including, without limitation, such notification, reporting and publishing as may be required by applicable law.

D. Amounts in excess of the City's cash requirements shall be deposited in the investment fund maintained by the state treasurer under the State Money Management Act, UTAH CODE ANN. §51-7-1 *et seq.*

Section 2. **Property Tax Rate and Levy.**

A. For the purpose of defraying the necessary and proper expenses of the City and for maintaining the government thereof, it is hereby determined that a general property tax shall be levied against the taxable value of all real and personal property within the City. For the period from 1 July 2013 through 30 June 2014, such general property tax on all real and personal property within the City shall be set at the certified tax rate, being .002522.

B. For the period from 1 July 2013 through 30 June 2014, there is hereby levied upon all taxable real and personal property within the City a general property tax at the same rate as set forth above on the taxable value of said property, to provide revenue for the City's general fund and for general City purposes.

C. The City's manager and other officers are hereby directed to take any other necessary actions pertinent to the setting of the general property tax rate and levy of the property tax, including, without limitation, notification to the Salt Lake County Auditor, the Utah State Tax Commission, and such other notification, reporting and publishing as may be required by applicable law.

Section 3. **Action of Officers.** All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 4. **Severability.** All parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 5. **Repealer.** All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 6. Effective Date. This Ordinance, assigned no. 205, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s Recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 18th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the Recorder’s office this 18th day of June 2013.

POSTED this ___ day of June 2013.

GENERAL FUND FY2014				CAPITAL PROJECTS FUND FY2014				TOTAL GOVERNMENTAL FUNDS FY2014			
Description	Tentative Budget Amount	Change	Final Budget Amount	Description	Tentative Budget Amount	Change	Final Budget Amount	Description	Tentative Budget Amount	Change	Final Budget Amount
Tentative Budget Revenue:	14,945,194			Tentative Budget Revenue:	35,000			Tentative Budget Revenue:	14,980,194		
Adjustments:				Adjustments:				Adjustments:			
Property Tax Certified Rate		33,334						Property Tax Certified Rate		33,334	
Misc. Revenue		28						Misc. Revenue		28	
Adjusted Revenue:			14,978,556	Adjusted Revenue:			35,000	Adjusted Revenue:	0		15,013,556
Tentative Budget Other Sources	895,000			Tentative Budget Other Sources	4,548,822			Tentative Budget Other Sources	5,443,822		
Adjustments:				Adjustments:				Adjustments:			
Appropriation of Fund Balance				Estimated Carryover of Open Capital Projects				Appropriation of Fund Balance and Estimated Carryover of Open Capital Projects		0	
									0	0	
Adjusted Other Sources:			895,000	Adjusted Other Sources:			4,548,822	Adjusted Other Sources:			5,443,822
TOTAL Revenue and Other Sources:	15,840,194	33,362	15,873,556	TOTAL Revenue and Other Sources:	4,583,822	0	4,583,822	TOTAL Revenue and Other Sources:	20,424,016	33,362	20,457,378
Description	Tentative Budget Amount	Change	Final Budget Amount	Description	Tentative Budget Amount	Change	Final Budget Amount	Description	Tentative Budget Amount	Change	Final Budget Amount
Tentative Budget Expenditures:	14,945,194			Tentative Budget Expenditures:	4,583,822			Tentative Budget Expenditures:	19,529,016		
Adjustments:				Adjustments:				Adjustments:			
adjust salary amounts from 1.7 to 3.0		62,727						adjust salary amounts from 1.7 to 3.0		62,727	
department adjustments		-34,500						department adjustments		-34,500	
adjsutments in insurance plans proposed rates		-9,525						adjsutments in insurance plans proposed rates		-9,525	
access wasatch plan membership		25,000						access wasatch plan membership		25,000	
computer network software and hardware		63,500						computer network software and hardware		63,500	
adjustment estimated ufa contract amount		-73,840						adjustment estimated ufa contract amount		-73,840	
				golden hills park		15,000		golden hills park		15,000	
				city center development		-15,000		city center development		-15,000	
Adjusted Expenditures:			14,978,556	Adjusted Expenditures:			4,583,822	Adjusted Expenditures:	0	0	19,562,378
Tentative Budget Other Uses	895,000			Tentative Budget Other Uses				Tentative Budget Other Uses	895,000		
Adjustments:				Adjustments:				Adjustments:			
Estimated Carryover of Open Projects				Estimated Carryover of Open Projects				Estimated Carryover of Open Projects			
Adjusted Other Uses:			895,000	Adjusted Other Uses:			0	Adjusted Other Uses:			895,000
TOTAL Expenditures and Other Uses:	15,840,194	33,362	15,873,556	TOTAL Expenditures and Other Uses:	4,583,822	0	4,583,822	TOTAL Expenditures and Other Uses:	20,424,016	33,362	20,457,378
difference to reconcile (minus equals deficit)			0				0				0

ACTION ITEMS

ITEM 3.2

ORDINANCE NO. 206

COTTONWOOD HEIGHTS

ORDINANCE NO. 206

AN ORDINANCE AMENDING SECTION 9.77.030, COTTONWOOD HEIGHTS CODE (FIRE RESTRICTIONS IN WILDLAND INTERFACE AREAS)

WHEREAS, effective 14 January 2005, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) adopted a code of ordinances (the “*Code*”) for the City; and

WHEREAS, following adoption of the Code, the Council determined that regulation of certain fires in wildland interface areas in the City is necessary to protect against wildfire risk in those areas; and

WHEREAS, effective 19 July 2005, the Council enacted Ordinance No. 27 prohibiting the discharge of fireworks, certain smoking in the open and the use of open fires in those portions of the City located to the East of Wasatch Boulevard; and

WHEREAS, effective 23 May 2006, the Council enacted Ordinance No. 46 affirming that the prohibitions specified in Ordinance No. 27 perpetually would remain in effect until such future time as the Council specifically amends or repeals such prohibitions through adoption of an ordinance specifically effecting such amendment or repeal; and

WHEREAS, effective 25 July 2006, the Council enacted Ordinance No. 60 expanding the prohibitions specified in Ordinance Nos. 27 and 46 to include Little Cottonwood Park, located at approximately 1763 East Siesta Drive in the City; and

WHEREAS, effective 26 June 2007, the Council enacted Ordinance No. 90 expanding the prohibitions in Ordinance Nos. 27, 46 and 60 to include certain additional wildland interface areas in the City; and

WHEREAS, on 12 February 2008, the Council enacted Ordinance 109 codifying the fire restrictions contained in Ordinance Nos. 27, 46, 60 and 90 by amending Title 9 of the Code to add new Chapter 9.77, entitled “Fire Restrictions in Wildland Interface Areas” (“*Chapter 9.77*”); and

WHEREAS, on 2 July 2012, the Council enacted Ordinance 192 amending Chapter 9.77 to, *inter alia*, (a) include as protected areas approximately 13 additional mountainous, brush-covered or forest-covered areas in the City which Unified Fire Authority (“*UFA*”), the City’s fire enforcement authority, recommended to be included as protected wildland interface areas under Chapter 9.77, and (b) prohibit fireworks within 300' of any such area (the “*Protected Radius*”), as recommended by UFA to enhance the protections for the City’s wildland interface areas; and

WHEREAS, recently, UFA has recommended that the Protected Radius be relaxed to allow the use of so-called “class C common state approved” fireworks (“*Legal Fireworks*”) to be used outside a 100' radius (rather than a 300' radius) around any protected wildland interface areas under Chapter 9.77; and

WHEREAS, the Council met in regular session on 18 June 2013 to consider, among other things, amending code section 9.77.030 (“Section 9.77.030”) to reduce the Protected Radius from 300' to 100' for Legal Fireworks; and

WHEREAS, after careful consideration of, *inter alia*, recommendations of the UFA, public comment, and the Council’s finding that discharging Legal Fireworks within 100' of the wildland interface areas designated in Chapter 9.77 will significantly increase the risk of potentially devastating wildfires in the City, the Council has determined that it is in the best interest of the health, safety and welfare of the citizens of the City to so amend Section 9.77.030 as proposed;

NOW, THEREFORE, BE IT ORDAINED by the city council of the city of Cottonwood Heights as follows:

Section 1. Amendment of Section 9.77.030. The Council hereby amends section 9.77.030 as shown on the attached exhibit, with additions to current Section 9.77.030 being underlined or otherwise shown as additions, and deletions to current Section 9.77.030 being ~~struck through~~ or otherwise shown as deletions.

Section 2. Action of Officers. All actions of the officers, agents and employees of the City that are in conformity with the purpose and intent of this ordinance (this “Ordinance”), whether taken before or after the adoption hereof, are hereby ratified, confirmed and approved.

Section 3. Severability. It is hereby declared that all parts of this Ordinance are severable, and if any section, paragraph, clause or provision of this Ordinance shall, for any reason, be held to be invalid or unenforceable, the invalidity or unenforceability of any such section, paragraph, clause or provision shall not affect the remaining sections, paragraphs, clauses or provisions of this Ordinance.

Section 4. Repealer. All ordinances or parts thereof in conflict with this Ordinance are, to the extent of such conflict, hereby repealed.

Section 5. Effective Date. This Ordinance, assigned no. 206, shall take immediate effect as soon as it shall be published or posted as required by law and deposited and recorded in the office of the City’s recorder, or such later date as may be required by Utah statute.

PASSED AND APPROVED this 18th day of June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the Recorder’s office this 18th day of June 2013.

POSTED this ___ day of June 2013.

600007.1

9.77.030 Fire restrictions.

A. The following ~~fire~~-restrictions on open flames and smoking are imposed on and over, and within ~~three hundred~~ (300) feet of, all wildland interface areas in the city:

1A. Setting, building, maintaining, attending or using open flames of any kind is prohibited, except campfires built within the facilities provided for them in improved campgrounds, picnic areas or permanently improved places of habitation; and

2B. Smoking is prohibited, except within an enclosed vehicle or building, a developed recreation site or while stopped in the center of an area of at least ten feet in diameter that is barren or cleared to mineral soil; and

BC. The following restrictions on ~~Discharging or using any kind of~~ fireworks, tracer ammunition or other pyrotechnic devices are imposed:

1. Except as provided in subsection (2) of this section, ~~discharging or using of any kind of fireworks (except class C common state approved explosives), tracer ammunition or other pyrotechnic devices on and over, and within 300 feet of, all wildland interface areas in the city is prohibited; and~~

2. Discharge or use of any class C common state approved explosives on and over, and within 100 feet of, all wildland interface areas in the city is prohibited.

3. “Class C common state approved explosives” is as defined in UTAH CODE ANN. 53-7-202(5), as amended.

ACTION ITEMS

ITEM 3.3

RESOLUTION NO. 2013-27

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-27

A RESOLUTION APPROVING AND RATIFYING A
HOLD HARMLESS AGREEMENT WITH THE L.D.S. CHURCH
(2013 BUTLERVILLE DAYS)

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 18 June 2013 to consider, among other things, approving and ratifying a “Hold Harmless Agreement” (the “*Agreement*”) with the Corporation of the Presiding Bishop of the Church of Jesus Christ of Latter-Day Saints (the “*Church*”) whereunder the Church would grant a temporary license to the City and its agents to use the exterior of the Church’s real property located at or near 2561 Bengal Blvd. for a fireworks “safe zone” and launch site in connection with the City’s “Butlerville Days” community event on or about 24 July 2013; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement is hereby approved; that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City; and that any prior actions of the City’s mayor and recorder in executing and delivering the Agreement on behalf of the City are hereby ratified.

This Resolution, assigned no. 2013-27, shall take effect immediately upon passage.

PASSED AND APPROVED effective 18 June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

ATTEST: By _____
Kelvyn H. Cullimore, Jr., Mayor

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 18th day of June 2013.

RECORDED this ___ day of June 2013.

599952.1

Property User:

Property location or description:

Property to be used solely for:

Date(s) property to be used:

Time(s) property to be used:

Liability insurance company:

Policy number:

Combined single limit coverage amount:

<p>In consideration for the permission granted by Corporation of the Presiding Bishop of The Church of Jesus Christ of Latter-day Saints or other affiliated property owner (the "Property Owner") to use the above-described property, the Property User assumes and accepts, to the fullest extent permitted by law, all risks of injury to itself and its guests, invitees, and licensees, whether to person or property, including but not limited to any injuries caused by the condition of the property, the use of the property by the Property User, or the ordinary negligence of the Property Owner.</p> <p>The Property User shall use the property for the above-described uses and for no other purposes, unless the Property Owner gives its prior written consent to another use. The Property User shall promptly repair any damage to the property or the</p>	<p>Property Owner's improvements located thereon that are caused by the use of or entry onto the property by the Property User or its guests, invitees, or licensees.</p> <p>The Property User further agrees, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Property Owner, its affiliates, members, agents, servants, employees, officers, and representatives (the "Indemnitees") from any and all claims for injury or damage, whether to person or property, including damage or injury caused by the ordinary negligence of the Indemnitees, arising or alleged to have arisen out of the condition of the property or the use of the property by the Property User, its guests, invitees, or licensees.</p> <p>The Property Owner makes no representations as to the fitness of the</p>	<p>property for any particular purpose. The Property User accepts the property as is.</p> <p>The undersigned represents and warrants that the Property User has currently in effect and will maintain the liability insurance described above, with the Property Owner named as an additional insured, and that the undersigned is duly authorized to execute and deliver this agreement and thereby bind the Property User.</p> <p>This agreement shall be governed by the laws of the State of Utah, without reference to conflict-of-laws principles. Should any provision of this agreement be deemed unenforceable, the remaining provisions shall continue in force. In any action to enforce this agreement, the prevailing party shall be entitled to its reasonable costs, including attorney's fees.</p>
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Date:

Property User:

By:

Title:

ACTION ITEMS

ITEM 3.4

RESOLUTION NO. 2013-28

COTTONWOOD HEIGHTS

RESOLUTION No. 2013-28

A RESOLUTION APPROVING AND RATIFYING ENTRY
INTO A FOURTH AMENDMENT TO OFFICE LEASE WITH
WLA UPU-1-2, LLC FOR ADDITIONAL OFFICE SPACE

WHEREAS, the city council (the “*Council*”) of the city of Cottonwood Heights (the “*City*”) met in regular session on 18 June 2013 to consider, among other things, approving the City’s entry into the “Fourth Amendment to Office Lease” (the “*Agreement*”) with WLA UPU-1-2, LLC (“*Landlord*”) whereunder, *inter alia*, the lease term for the City’s offices (consisting of approximately 18,693 rentable square feet of office space known as 1265 East Ft. Union Blvd., Cottonwood Heights, Utah) will be extended for three years, on the terms and conditions specified in the Agreement; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve and ratify the City’s entry into the Agreement as proposed;

NOW, THEREFORE, BE IT RESOLVED by the city council of Cottonwood Heights that the attached Agreement is hereby approved, and that the City’s mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

This Resolution, assigned no. 2013-28, shall take effect immediately upon passage.

PASSED AND APPROVED effective 18 June 2013.

COTTONWOOD HEIGHTS CITY COUNCIL

By _____
Kelvyn H. Cullimore, Jr., Mayor

ATTEST:

Linda W. Dunlavy, Recorder

VOTING:

Kelvyn H. Cullimore, Jr.	Yea	___	Nay	___
Michael L. Shelton	Yea	___	Nay	___
J. Scott Bracken	Yea	___	Nay	___
Michael J. Peterson	Yea	___	Nay	___
Tee W. Tyler	Yea	___	Nay	___

DEPOSITED in the office of the City Recorder this 18th day of June 2013.

RECORDED this ___ day of June 2013.

599953.1

FOURTH AMENDMENT TO OFFICE LEASE
[WLA UPU-1-2, LLC/Cottonwood Heights]

THIS AMENDMENT (this “Amendment”) is entered into as of the 13th day of June, 2013, between WLA UPU-1-2, LLC, a Utah limited liability company (“Landlord”), whose address is c/o Terra Industries Management, LLC, 6925 Union Park Center, Suite 500, Cottonwood Heights, Utah 84047, and COTTONWOOD HEIGHTS, a Utah municipality (“Tenant”), whose address is 1265 East Fort Union Boulevard, Suite 250, Cottonwood Heights, Utah 84047. (Landlord and Tenant are referred to in this Amendment collectively as the “Parties.”)

FOR THE SUM OF TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Definitions. As used in this Amendment, each of the following terms shall have the indicated meaning, and any term used in this Amendment that is capitalized but not defined shall have the same meaning as set forth in the Lease (defined below in this Paragraph 1), as amended by this Amendment:

1.1. “Expansion Date” means July 1, 2013.

1.2. “Lease” means the Office Lease, dated January 14, 2005, as previously amended by the First Amendment to Office Lease, dated September 4, 2007 the Second Amendment to Office Lease, dated March 27, 2008, and the Third Amendment to Office Lease, dated June 9, 2010, entered into between Landlord, as landlord, and Tenant, as tenant.

2. Lease Definitions. Effective as of, and for the period on and after, the Expansion Date, the following definitions in Paragraph 1 of the Lease are revised to read as follows:

1.1. “Basic Monthly Rent” means the following amounts per calendar month for the periods indicated:

<u>Periods</u>	<u>Basic Monthly Rent</u>
July 1, 2013 through June 30, 2014, inclusive	\$28,854.67 per month
July 1, 2014 through June 30, 2015, inclusive	\$29,720.31 per month
July 1, 2015 through June 30, 2016, inclusive	\$30,611.92 per month

* * * * *

1.4. “Expense Stop” means the “Operating Expenses” (as defined in Paragraph 5.1.2) allocable to the Premises that are actually incurred in calendar year 2013, adjusted to the extent described in the last sentence in Paragraph 5.2.

1.5. “Expiration Date” means June 30, 2016.

1.9. “Premises” means Suite 100 on the first floor, consisting of approximately 5,000 rentable square feet, Suite 120 on the first floor, consisting of approximately 4,092 rentable square feet, Suite 250 on the second floor, consisting of approximately 5,655 rentable square feet, Suite 260 on the second floor, consisting of approximately 1,744 rentable square feet, and Suite 300 on the third floor, consisting of approximately 1,733 rentable square feet, comprising in the aggregate a total of approximately 18,224 rentable square feet, shown on the attached Exhibit B, and located in the Building. The Premises do not include, and Landlord reserves, the exterior walls and roof of the Premises, the land and other area beneath the floor of the Premises, the pipes, ducts, conduits, wires, fixtures and equipment above the suspended ceiling of the Premises and the structural elements that serve the Premises or comprise the Building. Landlord’s reservation includes the right to install, inspect, maintain, use, repair, alter and replace those areas and items and to enter the Premises in order to do so.

* * * * *

3. Option to Terminate 1. Tenant shall have the option to terminate the Lease, effective as of a date (the “Termination Date”) that is the last day of a month on or after (but not before) January 1, 2015, if, but only if, Tenant moves its offices from the Premises to a building owned by Tenant and each of the following conditions is satisfied in a timely manner, time being of the essence (with the failure of any one of the following conditions automatically making such option to terminate void and of no force or effect):

(a) Tenant gives Landlord at least six (6) months’ prior written notice of such termination, setting forth the Termination Date selected by Tenant, which date shall be the last day of any month falling at least six (6) months after the date on which such notice is given, which notice shall be irrevocable;

(b) at the time such notice of termination is given and as of the Termination Date, the Lease is in full force and effect and Tenant is not in default under the Lease beyond the expiration of any applicable notice and cure period given to Tenant in the Lease;

(c) on or before the Termination Date, Tenant surrenders to Landlord possession of the Premises in accordance with the provisions of the Lease, as if the Termination Date were the Expiration Date, and satisfies all obligations of payment and performance by Tenant under the Lease for the period ending on the Termination Date; provided, however, that the obligations of Tenant under Paragraph 5.2 of the Lease for the period ending on the Termination Date shall survive the termination of the Lease under this Paragraph 4, but only for the purpose of final reconciliation of Tenant’s Share of Operating Expenses; and

(d) within ten (10) days after such notice of termination, Tenant pays to Landlord the appropriate amount set forth in the schedule attached as Appendix 1.

4. Option to Terminate 2. Tenant shall have the option to terminate the Lease, effective as of a date (the "Termination Date") that is the last day of a month on or after (but not before) August 1, 2013, if, but only if, Tenant has purchased the building located at 1265 E. Union Park Avenue, Cottonwood Heights, Utah, and each of the following conditions is satisfied in a timely manner, time being of the essence (with the failure of any one of the following conditions automatically making such option to terminate void and of no force or effect):

(a) Tenant gives Landlord at least one (1) month prior written notice of such termination, setting forth the Termination Date selected by Tenant, which date shall be the last day of any month falling at least one (1) month after the date on which such notice is given, which notice shall be irrevocable;

(b) at the time such notice of termination is given and as of the Termination Date, the Lease is in full force and effect and Tenant is not in default under the Lease beyond the expiration of any applicable notice and cure period given to Tenant in the Lease;

(c) on or before the Termination Date, Tenant surrenders to Landlord possession of the Premises in accordance with the provisions of the Lease, as if the Termination Date were the Expiration Date, and satisfies all obligations of payment and performance by Tenant under the Lease for the period ending on the Termination Date; provided, however, that the obligations of Tenant under Paragraph 5.2 of the Lease for the period ending on the Termination Date shall survive the termination of the Lease under this Paragraph 4, but only for the purpose of final reconciliation of Tenant's Share of Operating Expenses; and

(d) within ten (10) days after such notice of termination, Tenant pays to Landlord the appropriate amount set forth in the schedule attached as Appendix 2.

5. Tenant Improvements. Landlord shall provide no Tenant Improvements.

6. General Provisions. In the event of any conflict between the provisions of the Lease and the provisions of this Amendment, the provisions of this Amendment shall control. Except as set forth in this Amendment, the Lease (which, by definition, includes all previous amendments) is ratified and affirmed in its entirety. This Amendment shall inure to the benefit of, and be binding on, the Parties and their respective successors and assigns. This Amendment shall be governed by, and construed and interpreted in accordance with, the laws (excluding the choice of laws rules) of the state of Utah. This Amendment may be executed in any number of duplicate originals or counterparts, each of which when so executed shall constitute in the aggregate but one and the same document. Each individual executing this Amendment represents and warrants that such individual has been duly authorized to execute and deliver this Amendment in the capacity and for the entity set forth where such individual signs. Each exhibit and appendix referred to in, and attached to, this Amendment is an integral part of this Amendment and is incorporated in this Amendment by this reference.

THE PARTIES have executed this Amendment on the respective dates set forth below, to be effective as of the date first set forth above.

LANDLORD:

WLA UPU-1-2, LLC,
a Utah limited liability company,
by its Managing Member:

WLA UPU MANAGER, INC.,
a Utah corporation

By_____

Its_____

Date_____

TENANT:

COTTONWOOD HEIGHTS,
a Utah municipality

ATTEST:

By_____
Kory Solorio, Deputy Recorder

Date_____

By_____
Kelvyn H. Cullimore, Jr., Mayor

Date_____

APPENDIX 1

to

THIRD AMENDMENT TO OFFICE LEASE

TERMINATION SCHEDULE IF TENANT MOVES ITS OFFICES FROM THE PREMISES TO
A BUILDING OWNED BY TENANT

Termination Date	Termination Cost
1/1/15	\$152,469.85
1/1/15	\$152,469.85
2/1/15	\$144,147.90
3/1/15	\$135,825.96
4/1/15	\$127,504.01
5/1/15	\$119,182.07
6/1/15	\$110,860.12
7/1/15	\$102,538.17
8/1/15	\$93,993.33
9/1/15	\$85,448.48
10/1/15	\$76,903.63
11/1/15	\$68,358.78
12/1/15	\$59,813.94
1/1/16	\$51,269.09
2/1/16	\$42,724.24
3/1/16	\$34,179.39
4/1/16	\$25,634.54
5/1/16	\$17,089.70

APPENDIX 2

to

THIRD AMENDMENT TO OFFICE LEASE

TERMINATION SCHEDULE IF TENANT HAS PURCHASED THE BUILDING LOCATED
AT 1265 E. UNION PARK AVENUE, COTTONWOOD HEIGHTS, UTAH

Termination Date	Termination Cost
8/1/13	\$31,215.41
9/1/13	\$30,323.54
10/1/13	\$29,431.67
11/1/13	\$28,539.80
12/1/13	\$27,647.94
1/1/14	\$26,756.07
2/1/14	\$25,864.20
3/1/14	\$24,972.33
4/1/14	\$24,080.46
5/1/14	\$23,188.59
6/1/14	\$22,296.72
7/1/14	\$21,404.85
8/1/14	\$20,512.98
9/1/14	\$19,621.12
10/1/14	\$18,729.25
11/1/14	\$17,837.38
12/1/14	\$16,945.51
1/1/15	\$16,053.64
1/1/15	\$16,053.64
2/1/15	\$15,161.77
3/1/15	\$14,269.90
4/1/15	\$13,378.03
5/1/15	\$12,486.16
6/1/15	\$11,594.30
7/1/15	\$10,702.43
8/1/15	\$9,810.56
9/1/15	\$8,918.69
10/1/15	\$8,026.82
11/1/15	\$7,134.95
12/1/15	\$6,243.08
1/1/16	\$5,351.21
2/1/16	\$4,459.34
3/1/16	\$3,567.48
4/1/16	\$2,675.61
5/1/16	\$1,783.74